

#5

Please type a plus sign (+) inside this box



PTO/SB/81 (02-01)

Approved for use through 10/31/2002. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

POWER OF ATTORNEY OR AUTHORIZATION OF AGENT 	Application Number	09/625,646
	Filing Date	July 27, 2000
	First Named Inventor	David H. Tannenbaum
	Title	RECIPIENT SELECTION OF INFORMATION TO BE, etc.
	Group Art Unit	2153
	Examiner Name	Not Yet Assigned
	Attorney Docket No.	5708/P005US/08008819

I hereby appoint:

☐

Practitioners at Customer Number

Customer Number

Customer Number Bar Code

OR

☒

Practitioner(s) named below:

Name	Registration Number	Name	Registration Number
David H. Tannenbaum	24,745	Michael A. Papalas	40,381
Jody C. Bishop	44,034	William B. Tiffany	41,347
Michael J. Fogarty, III	42,541	R. Ross Viguet	42,203
Matthew D. Jones	44,810		
Jerry L. Mahurin	34,661		
Thomas J. Meaney	41,990		

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to:

☐

The above-mentioned Customer Number.

OR

☐

Practitioners at Customer Number

Customer Number

Customer Number Bar Code

OR

☐

Firm or Individual Name

Fulbright & Jaworski, LLP
David H. Tannenbaum

Address 2200 Ross Avenue, Suite 2800

City Dallas

State TX

Zip 75201

Country USA

Telephone 214-855-8333

Fax 214-855-8200

I am the:

☐

Applicant/Inventor.

☒

Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

SIGNATURE of Applicant or Assignee of Record

Name

Union Beach, L.P., by David H. Tannenbaum

Title

Vice President of Hot Ray, L.L.C., General Partner of Union Beach L.P.

Signature

Date

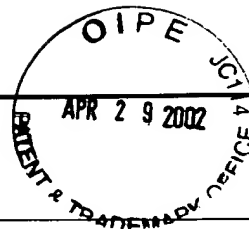
April 18, 2002

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required. See below.

☐

*Total of 1 forms are submitted.

STATEMENT UNDER 37 CFR 3.73(b)



Applicant/Patent Owner: David H. Tannenbaum, et al.

Application No./Patent No.: 06/625,646 Filed/Issue Date: July 27, 2000

Entitled: RECIPIENT SELECTION OF INFORMATION TO BE SUBSEQUENTLY DELIVERED

Union Beach, L.P., a Limited Partnership
(Name of Assignee) Type of Assignee, e.g., corporation, partnership, university, government agency, etc.

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

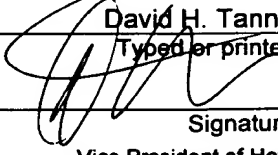
☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

April 18, 2002
Date

David H. Tannenbaum
Typed or printed name

Signature
Vice President of Hot Ray, L.L.C.,
General Partner of Union Beach, L.P.
Title

Statement By Assignee to Establish Ownership (37 CFR 3.73(b))

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: April 18, 2002 Signature: Joy H. Perigo (Joy H. Perigo)

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by David H. Tannenbaum (hereinafter referred to as Assignor), residing at 2801 Thomas Avenue, Dallas, Texas 75204;

WHEREAS, Assignor has invented certain new and useful improvements in RECIPIENT SELECTION OF INFORMATION TO BE SUBSEQUENTLY DELIVERED, set forth in a Patent application for Letters Patent of the United States, already filed on July 27, 2000 as U.S. Application No. 09/625,646; and

WHEREAS, Union Beach, L.P., a limited partnership organized under and pursuant to the laws of the State of Texas having its principal place of business at Dallas, 2801 Thomas Avenue, Dallas, Texas 75204 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

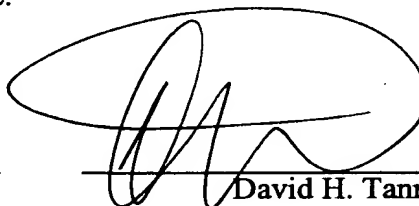
AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

David H. Tannenbaum	24,745	Matthew D. Jones	44,810	Michael A. Papalas	40,381
Jody C. Bishop	44,034	Jerry L. Mahurin	34,661	William B. Tiffany	41,347
Michael J. Fogarty, III	42,541	Thomas J. Meaney	41,990	R. Ross Viguet	42,203

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.



David H. Tannenbaum

Date: 4-18-02